

and security interest of this Deed of Trust, to the TRUSTEES and the BENEFICIARY against the claims of any and all other persons. The GRANTOR further warrants that GRANTOR will execute such other and further assurances as may be requisite.

Section 4.7. Prepayment. The GRANTOR shall have the right of prepayment as set forth in the PROMISSORY NOTE.

Section 4.8. Waiver. No waiver by the TRUSTEES or the BENEFICIARY of strict and complete performance by the GRANTOR with all of the provisions, covenants and agreements by this Deed of Trust shall constitute a future waiver of strict and complete performance, nor shall any delay or omission on the part of the TRUSTEES or the BENEFICIARY in enforcing strict and complete performance or in enforcing any right or remedy provided hereunder constitute a waiver of strict or complete performance or of the right or remedy.

Section 4.9. Joint and Several Liability. If there exists more than one (1) GRANTOR, all liabilities under this Deed of Trust shall be joint and several with respect to the GRANTORS.

Section 4.10. Incorporation by Reference. The terms, conditions and provisions of the PROMISSORY NOTE, and all other LOAN DOCUMENTS are incorporated by reference in this Deed of Trust to the same extent as if set forth in full in this Deed of Trust. Should any of the terms, conditions and provisions of the PROMISSORY NOTE or any other LOAN DOCUMENT conflict with the terms, conditions or provisions of this Deed of Trust, the TRUSTEES or the BENEFICIARY shall select which of the terms, covenants and conditions shall govern and control.

Section 4.11. Terminology. Whenever used herein, the term the "GRANTOR" shall include the personal representatives, successors and assigns of the GRANTOR or the GRANTORS; the "TRUSTEE" or the "TRUSTEES" shall include the successors and assigns of the TRUSTEE or the TRUSTEES and any substitute or successor TRUSTEE or TRUSTEES. The "BENEFICIARY" shall include the successors and assigns of the individual, individuals, partnership or corporation holding the beneficial interest in the PROMISSORY NOTE secured by this Deed of Trust; the use of the singular shall include the plural, and the plural may refer only to the singular. The use of any gender shall be applicable to all genders.

Section 4.12. Invalidity. If any provision or part of any provision contained in this Deed of Trust shall be found for any reason to be illegal, invalid or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions or the remaining part of any effective provisions of this Deed of Trust and this Deed of Trust shall be construed as if such invalid, illegal or unenforceable provision or part thereof had never been contained herein, but only to the extent of its invalidity, illegality or unenforceability.

IN WITNESS WHEREOF, the parties hereto have caused this Deed of Trust to be executed the day and year first above written.

WITNESS:

Deborah F. Thomas
Deborah F. Thomas

Deborah F. Thomas
Deborah F. Thoms

Walter E. Sines [SEAL]
Walter E. Sines

Patricia E. Sines [SEAL]
Patricia E. Sines

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